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EXHIBIT 1-O
WDT Support Services

Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 2 to Contract Work Authorization No. C8016 dated 05/11/2018 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C74-V3 (formerly MSA 4400011341 dated January 17, 2017) (the "MSLA") between the below-named Contractor ("Contractor"), a Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSLA.

Contractor's Legal Name: PRICEWATERHOUSECOOPERS LLP

This Change Order consists of 8 pages.

Contractor's Address: 300 MADISON AVENUE
NEW YORK, NY 10017

Project Name: Professional Services Support for IT Project

Job Location: Various PG&E Locations Required – 77 Beale Street, SF, CA 94105

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:

The Contract Work Authorization expiration date is here by extended from December 31, 2018 to October 30, 2019. The Parties specifically agree that this CWA shall be deemed to have been in effect continuously and without interruption since the original effective date of February 13, 2019.

Considerations for satisfactory performance of Work under this CWA shall be increased by \$58,000 for a revised CWA Total Value of \$365,892.

All other terms and conditions remain unchanged.

ATTACHMENTS: The following are attached to this CWA Change Order and incorporated herein by this reference.

Attachment No. 1 – Statement of Work, (Pages 3 of 8)

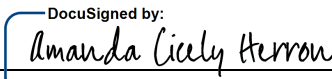
PRICING CHANGES:

Previous Total CWA Value:	\$307,892.00
Addition or Deduction:	\$ 58,000.00
Revised Total CWA Value:	\$365,892.00

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

PG&E Corporation ("PG&E Corp.") and Pacific Gas and Electric Company (the "Utility," and, together with PG&E Corp., the "Debtors"), are debtors-in-possession in a proceeding pending under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of California. Nothing herein shall be deemed to constitute an assumption of the Contract or this Change Order, or a waiver or modification of the Debtors' rights to assume, assume and assign, or reject the Contract or this Change Order pursuant to section 365 of the Bankruptcy Code. The Debtors hereby reserves all rights available to them under such proceedings. Any amounts paid by the Debtors pursuant to this Contract or Change Order must be applied to services provided to the Debtors on or after January 29, 2019 (the "Petition Date") and shall not be applied to satisfy Claims (as defined in the Bankruptcy Code) arising prior to the Petition Date.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature		Signature	
Name		Name	3036512D035C419... Amanda Cicely Herron
Title		Title	Partner
Date		Date	7/12/2019

ADMINISTRATION			
PG&E Negotiator	Adrienne Lee	Contractor Representative	Jon Chevalier
Phone	415.973.5104	Phone	481.224.6480
Email:	Axl5@pge.com	Email:	Jonathan.chevalier@pwc.com
Accounting Reference	PR145415v3 CW2219352 C8016 by Wagner for Donna Goultas		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

Federal Energy Regulatory Commission (FERC) - Wholesale Distribution Tariff (WDT)

Statement of Work

This Statement of Work ("SOW") outlines the services (the "Services") between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Consultant") to perform the Services described below. The term "Client" in the MSA shall include the entity signing this SOW. This Contract Work Authorization ("CWA") shall be governed by the Master Services Agreement 4400011341 ("MSA") between PwC and PG&E, as amended. Notwithstanding the termination or expiration of the MSA during the Services described in this SOW, this CWA shall remain in full force and effect in accordance with its terms, including the terms and conditions of the MSA which are incorporated herein by reference. Any terms used in this SOW and not otherwise defined will have the same meaning as in the MSA. If there is a conflict between the MSA and the SOW, this SOW shall prevail.

The scope of Services described herein are subject to bankruptcy court approval.

A. Services to be provided:

The following outlines areas of support PwC will provide for PG&E's Electric Distribution Interconnection ("EDI") business unit related to the Wholesale Distribution Tariff ("WDT"), which will include assisting Client with its efforts to respond to a January 2018 FERC Self Report. PwC will provide assistance to Client related to the following two 2018 FERC Self-Report action items:

- **Deployment of interim controls** - In the deployment of interim controls, Client management has confirmed a deficiency in related to its use of a tracking dashboard that reports compliance and workload metrics. PwC will work collaboratively with PG&E stakeholders (i.e., Electric Transmissions Contracts Management ("ETCM") and Service Planning) to help to design an application tracking dashboard that relies on Client's interim Excel-based tracking solution for managing the controls and process over customer applications, as well as Client's existing reporting capabilities.
- **User training** - In 2018, and under a separate SOW, PwC assisted Client with preparing draft WDT course materials for use in connection with training provided to personnel from its ETCM business units and Service Planning. This SOW extends PwC's support to assist Client to revise the training content based on PG&E's feedback, and for co-delivering with Client the revised training content to the ETCM and Service Planning personnel during a 1/2 day session.

For the avoidance of doubt, working collaboratively on the Services described herein is intended to encompass PwC working jointly with Client stakeholders in workshops, interviews, and meetings to discuss and provide perspectives, analyze information, facilitate Client's decisions

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and other determinations, and provide direction to the PwC project team. PwC will facilitate the workshops, interviews and meetings, and share perspectives and feedback for Client's consideration based on our understanding of current industry practices and regulatory expectations. PwC and Client will jointly develop the Deliverables based on Client's comments, input, feedback and direction.

Set forth below are the anticipated Services and deliverables ("Deliverables") to be provided under this SOW. All Deliverables will be non-PwC branded and will be prepared in draft for Client's review and approval prior to use by Client.

Work Area	PwC Activity Summary	Non-PwC Branded Deliverables
Action Items for Self-Report	<p>WDT training for ETCM and Service Planning personnel:</p> <ul style="list-style-type: none"> PwC will assist Client to enhance its training pack covering WDT Load Interconnection project steps that is tailored for Service Planning (SP) resources, which will be based on PwC's understanding of PG&E's existing Electric Generator Interconnection (EGI) training Co-deliver training jointly with ETCM leadership to the ETCM and Service Planning personnel (expected to include one, 1/2 day session) <p>Interim controls: Tracking dashboard</p> <ul style="list-style-type: none"> Work collaboratively with Service Planning stakeholders and ETCM resources to develop functional design requirements for Client's interim controls tracking dashboard Provide oral advice and assist Client to prepare a draft functional design (i.e., prototype) of its interim controls tracking dashboard with a focus on workload and compliance metrics. Work collaboratively with Client business stakeholders to design a dashboard that includes existing data fields captured in Client's WDT tracker and Client's key compliance metrics, including: 	<p>Training - Draft of WDT Load Interconnection Training pack for ETCM and Service Planning personnel, which incorporates Client management's feedback.</p> <p>Interim controls –</p> <ul style="list-style-type: none"> Oral advice Draft functional design requirements for the interim controls tracking dashboard for management's review, feedback and approval Draft functional design (i.e., prototype) of Client's interim controls tracking dashboard prepared using an existing Excel-based tracking worksheet

	<ul style="list-style-type: none"> ○ Customer notification of completeness ○ Adherence to WDT timelines for completing studies ○ Timeline for issuing a Service Agreement 	
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By "advise" or "provide advice," PwC means that it will share its industry experience, subject-matter knowledge and/or knowledge of current industry practices for Client's consideration in addressing Client's objectives and/or PwC will provide subject-matter advice in response to queries from Client management or based upon observations of Client's efforts.

B. PwC Team Leadership Structure

The expected resources provided by PwC will have the experience with the subject matter and activities contained within this SOW in order to perform the Services. Where necessary, additional PwC resources may be added to the list below. If, for any reason, we have to replace one of the PwC team members, PwC will work with PG&E project sponsor to provide a suitable replacement.

Name	Title
Amanda Herron	Partner, Engagement Lead
Jon Chevalier	Director, Engagement Manager
Jason Nolte	Manager, Compliance and Regulatory

C. Level of effort for Services

Consultant's professional fees for this project are identified based on a range of hours and a blend of resources using the PG&E rate card. PwC will work with PG&E to refine these estimates based on final staff selected, nature of work, and allocation of internal resources to the respective project work streams.

Area	Estimated Effort (hours)	Estimated Fee
<i>Wholesale Distribution Tariff</i>	160	\$58,000

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PwC will bill Client for out-of-pocket expenses. Such out-of-pocket expenses include, but are not limited to, travel, meals, accommodations, report printing, and internal per-ticket charges for booking travel.

In the event of a change in the project timeline, an analysis of the impact to fees will be performed to determine the need for an adjustment to the fee estimate. PwC's fee estimate is based on the current project schedule and access to the information and personnel needed to perform the Services under this SOW. Any significant Client delays in providing access to the project materials, system integrator or information need to perform the Services, or any other significant change to the project schedule, could impact the overall effort associated with this SOW and PwC's related fees.

D. Schedule

PwC will work with PG&E work supervisors to define a schedule that addresses Client's planned milestones for 2019.

Set forth below are the estimate start and end dates for the Services and Deliverables to be provided under this SOW:

Estimate SOW Start Date: April 15th, 2019

Estimate SOW End Date: September 30th, 2019

E. PG&E Role and Responsibilities

During the term of the SOW, Consultant will work in collaboration with and at the direction of the designated PG&E Work Supervisor. The Consultant team will meet with the designated PG&E Work Supervisor, as appropriate, to discuss project status and open issues arising from the Services, Consultant's progress reports and/or reports identified as Deliverables from the Services, Consultant's resource utilization and staffing mix, adherence (or changes) to Deliverables and the project plan, as well as any requests for any scope changes. PG&E shall also provide executive sponsor input and oversight as requested by the PG&E Work Supervisor with input from the Consultant team.

PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. PwC is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s).

F. Assumptions

- PG&E will establish a project lead, who will act as a liaison between PG&E and PwC and who will have the mandate and authority to deliver the project.

- PG&E will provide the PwC resources with timely access to SAP for both Service Planning and ETCM and, relevant email files and document management systems to perform the Services.
- The proposed timing and performance of the Services are dependent upon the availability of Client staff, timeliness of data requests, access to source systems, and the provision of information, data and documentation requests as needed.
- To facilitate Consultant's work, PG&E agrees to provide Consultant with documentation requested and access to PG&E personnel in a timely manner.
- PG&E will grant PwC timely access to PG&E's premises and systems to facilitate PwC's performance of the Services.
- Consultant's role is advisory. Therefore, Client is responsible for all management functions and decisions, including establishing and maintaining internal controls, evaluating and accepting the adequacy of the scope of the Services in addressing Client's needs and making decisions regarding whether to proceed with recommendations.
- Client is responsible for the results achieved from performing the Services or using the Deliverables.
- Client will designate a competent member of management to oversee the Services.
- Consultant expects that Client will provide timely, accurate and complete information and reasonable assistance, and will perform the Services on that basis.
- Consultant will not provide an opinion or attestation in connection with the provision of the Services.

G. THIRD PARTY INDEMNIFICATION

PG&E shall indemnify and hold PwC harmless from and against any and all third party claims, losses, liabilities, and damages arising from or relating to the Services or Deliverables under this SOW, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or Deliverables.

H. OTHER ITEMS

The Services performed under this Contract Work Authorization will be performed in accordance with the AICPA's Standards for Consulting Services. Accordingly, we will not provide an audit or attest opinion or other form of assurance, and we will not verify or audit any information provided to us.

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Consultant is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to PG&E now or in the future.

At the onset of the Services, Consultant will prepare a project schedule and work breakdown. This schedule will include Consultant project management activities, Deliverables, and key interdependencies. The schedule and Deliverables will be subject to the specification and approval of the PG&E Work Supervisor.

If PwC is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for PG&E, PG&E will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.

PwC is not providing legal advice or legal opinions in this engagement, including determining whether PG&E's policies and programs result in PG&E being "in compliance with" applicable laws, rules and regulations, which is a legal conclusion. PG&E should obtain such advice or opinions from its attorneys.